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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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<i>In re:</i>	:	Chapter 11
	:	
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	Case No. 18-23538 (RDD)
	:	(Jointly Administered)
	:	
Debtors.	:	
	:	
	:	
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**SUPPLEMENTAL OBJECTION OF INTERPROP BEDFORD, LLC, AS
LANDLORD, TO TRANSFORM HOLDCO LLC’S NOTICE OF ASSUMPTION
AND ASSIGNMENT OF ADDITIONAL DESIGNATABLE LEASES**

Interprop Bedford, LLC (“Landlord”), by and through its counsel, Fried, Frank, Harris, Shriver & Jacobson LLP, hereby submits this supplemental limited objection (“Supplemental Objection”) to Transform Holdco LLC’s Notice of Assumption and Assignment of Additional Designatable Leases [Docket No. 3298] (the “Designation Notice”)¹, and respectfully represents as follows:

¹ Capitalized terms used but not defined herein shall the respective meanings ascribed to such terms in the Designation Notice.

1. On October 15, 2018 (the “Petition Date”), Sears Holding Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (“Bankruptcy Court”). The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On January 18, 2019, the Debtors filed the Initial Notice which listed all of the contracts and leases that potentially could be assumed by the Debtors and assigned to the Buyer in connection with the Global Sale Transaction, including the Landlord’s Lease (as defined below). The Initial Notice listed the Debtors’ calculation of the pre-petition cure amounts with respect to certain of those contracts and leases. With respect to Landlord, the Initial Notice stated that the proposed cure cost for the Lease was \$0.00 (the “Proposed Cure Costs”).

3. On January 28, 2019, Landlord filed an objection to the Initial Notice asserting, among other things, that the Debtors’ Proposed Cure Costs were incorrect and understated the amounts due and owing to Landlord under the Lease [Docket No. 2107] (the “Initial Objection”).

4. On February 8, 2019, the Bankruptcy Court entered the Sale Order. In accordance with the Sale Order, as well as the Extension Notice, Buyer may designate Additional Assigned Agreements through May 3, 2019.

5. On April 19, 2019, Buyer filed the Designation Notice which, among other things, designated for assumption and assignment to an affiliated entity of Buyer that certain lease agreement between Sears, Roebuck and Co. and Landlord, as successor landlord, dated as of December 12, 1946 (as amended, together with any and all other agreements affecting the subject

premises) (the “Lease”) (Store Number 1114 in the Designation Notice).

6. According to the Designation Notice, the Objection Deadline to file and serve a Supplemental Cure Objection is 11:30 a.m. (ET) on May 3, 2019.

7. While the Debtors have been paying the post-petition amounts due under the Lease, as of the date hereof, the rent for April, in the amount of \$1,288.00, is currently due and owing to Landlord. Landlord anticipates that the Debtors will pay such amount, but files this Supplemental Objection to the extent the Debtors fail to timely pay such amount and to assert and preserve all rights and remedies it has under the Lease and under the Bankruptcy Code to the extent there are amounts due and owing under the Lease as of the date of assumption. Landlord reserves the right to amend this Supplemental Objection or assert additional objections in order to reflect any additional amounts that are outstanding or become outstanding under the Lease, prior to the assumption and assignment of the Lease, including any and all additional post-petition administrative expenses that accrue, but remain unpaid, prior to the assumption and assignment of the Lease.

RESERVATION OF RIGHTS AND JOINDER

8. Except as expressly set forth herein, this Supplemental Objection shall not, by implication or otherwise, alter, modify, amend or in any way affect any of the terms, amounts or arguments contained in the Initial Objection, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

9. Landlord reserves its right to supplement this Supplemental Objection and make such other and further objections as it deems necessary and appropriate. Landlord also reserves all rights to object to any proposed assumption and assignment of the Lease on any ground.

10. Further, Landlord joins in the objections filed by Debtors’ other landlords to the

extent such objections are not inconsistent with the relief requested in this Supplemental Objection.

[Remainder of page left intentionally blank]

WHEREFORE, Landlord enters this Supplemental Objection to the Designation Notice and requests that the Bankruptcy Court enter an Order for such relief as the Bankruptcy Court deems just and proper.

Dated: New York, New York
May 2, 2019

Respectfully submitted,

FRIED, FRANK, HARRIS, SHRIVER
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